

The INTERNATIONAL **BEST** Plan

Belk Expedited Stock Turn

INTERNATIONAL VENDOR TRADING
PARTNERSHIP GUIDELINES
FOR ALL BELK INTERNATIONAL
SHIPMENTS

www.belk.com

Vendor tab/Transportation documents/International BEST plan

Updated September, 2007

BELK PRIVATE BRANDS

MISSION STATEMENT

VISION

To satisfy our customer with exclusive Private Brands of outstanding quality, value and design to profitably differentiate Belk Stores from its competitors.

COMMITMENT

To be fashion leaders by designing fashion colors, materials and products

To source and manage our Private Brands so that we deliver the right product at the right price at the right time.

To develop and maintain high quality standards.

CONDITIONS OF BELK INTERNATIONAL PURCHASE ORDER

1. All vendors must be registered with Avery Dennison's ICE system in order to receive Belk International purchase orders via EDI.
2. All vendors are required to sign up for Avery Dennison's FULL ICE solution unless approval is given by Belk's Business Manager to sign up for Small Seasonal Vendor (SSV)
3. Vendors should contact Avery Dennison HK for assistance.
Ada.sin@ap.averydennison.com
4. Vendor agrees that it will not ship merchandise under any Purchase Order earlier than the FOB ship date nor later than the FOB cancel date unless approved by Belk International.
5. All terms are FOB. Goods must be on board vessel by the FOB cancel date.
6. Shipping by any other terms must be approved by Belk International prior to shipment.
7. No orders may be shipped until the designated freight forwarder/consolidator's office in the origin country has been contacted and the necessary transportation arrangements for the goods have been approved by Belk International.
8. Prior to shipment, an approval packing slip as well as a shipment sample must be approved by the Belk International Product Manager. Please see separate Belk Quality Assurance Manual for more detailed instructions.
9. All styles must be delivered complete to the port or consolidation point. No partial or transshipments are allowed

CARTON REQUIREMENTS

1. Each carton must be marked with the following information in the order listed below. **SEE ATTACHMENT A**
 - A Belk carton identifier—a triangle with the Belk name in the center
 - Belk 10 digit style number
 - Quantity of units in carton
 - Prepack ID of the carton
 - Belk 9 digit purchase order
 - Belk drop zone dept—**SEE ATTACHMENT B**
 - Destination: JACKSON, MS
 - Country of Origin: _____

2. One side of the carton must have the carton dimensions and weight.

CARTON SIZE AND WEIGHT LIMITS—Revised 9/07

DIMENSION	MINIMUM	MAXIMUM
LENGTH	9 inches	42 inches
WIDTH	9 inches	32 inches
HEIGHT	4 inches	36 inches
WEIGHT	2 lb	49 lb

OR

DIMENSION	MINIMUM	MAXIMUM
LENGTH	23 cm	106 cm
WIDTH	23 cm	81 cm
HEIGHT	10 cm	91 cm
WEIGHT	1 kg	23 kg

PACKING INSTRUCTIONS—Revised 9/07

1. All merchandise shipped to Belk must be packed in conveyable cartons.
2. Use a shipping carton that fits the garment. Please refer to specific garment folding requirements as provided by the appropriate Belk International Product Manager.
3. Where possible, use biodegradable and recyclable packing materials
4. Breakable products must be adequately packaged to prevent breakage during transit. Any merchandise received broken due to inadequate packaging will be charged back to the vendor at the landed cost.
5. Bundle hangers with rubber bands to prevent shifting. Each bundle should be placed in a poly bag. Each poly bag must be printed with the following information: **WARNING—TO AVOID DANGER OF SUFFOCATION KEEP THIS BAG AWAY FROM BABIES AND CHILDREN. DO NOT USE IN CRIBS, BEDS, CARRIAGES, OR PLAYPENS. THIS BAG IS NOT A TOY.**
6. Alternate top and bottom placement of each bundle in the carton to eliminate excessive bulk.

PACKING OPTIONS



FLAT FOLD TABLE READY



1. Fold garment to specified length and width keeping neckline facing up.



1/2 FOLD ON HANGER - BOTTOMS



1. Hang pant flat on hanger.
2. Fold garment in half so leg opening lays under waistband.



1/2 FOLD ON HANGER - TOP



1. Hang garment on hanger.
2. Fold sleeves behind garment.
3. Fold in half so bottom opening is under neckline.



1/2 FOLD TABLE READY - BOTTOMS



1. Fold pant lengthwise in half so that back pockets are facing outward.
2. Fold pant leg in half so that bottom hem of legs match up with top of waistband.



1/4 FOLD TABLE READY - BOTTOMS



1. Fold pant lengthwise in half so that back pockets are facing outward.
2. Fold pant leg in half so that bottom hem of legs match up with top of waistband.
3. Fold pant leg in half again to create 1/4 fold.



SCRUNCH PACKING METHOD - HANGING ITEMS



- 1 After hanging, bundle garments in groups of 4-6 pieces using a rubber band to hold the bundle of hangers together.



- 2 Use a carton with one master poly bag lining the box. Do not use poly bags for each individual garment.



- 3 Lower each bundle straight down into the carton allowing the pants to scrunch until the garments are inside the box with hangers on top. Seal the master poly bag after all bundles are inside the carton to avoid moisture damage during transit.



STANDUP PACK



- 1 Each shirt should be table ready with all trims and specified findings. Shirt should be packed separately in individual polybag.



- 2 Use a carton with one master poly bag lining the box. Place 1st shirt in box face up.



- 3 Place 2nd shirt on top of first face down w/ collars at opposite ends.



- 4 Continue stacking shirts face to face and back to back so they are level. Create stacks to completely fill prepack box.

VENDOR BOOKING PROCESS

1. Belk International utilizes American Presidents Line Logistics (APLL) as our exclusive Freight Forwarder. Please see **ATTACHMENT C** for APLL origin offices.
2. Cargo must be booked with APLL two weeks prior to planned FOB date with the following information

1. B/L Destination (Jackson, MS)	6. Carton Breakdown/PO/PPK	11. Commodity Description
2. Consignee Name (Belk International)	7. Country of Origin	12. Estimated CBM and KGS
3. Expected Cargo Delivery Date	8. Notify Party (Belk International and Rogers and Brown)	13. Port of Loading
4. Purchase Order	9. Shipper Name	14. Shipping Marks
5. Style Number	10. Total number of	

	Cartons	
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3. Vendors must deliver cargo in accordance with their booking declaration. If there are any additions/deletions to the purchase orders to be delivered, the vendor MUST contact APLL and revise their booking.
4. Belk will accept +/- 5% against the ordered quantity. Any amount beyond 5% must be approved by the Belk International Product Manager and a revised EDI purchase order will be sent.
5. Belk expects any shipment falling within the below loadability guidelines to be factory loaded:

CONTAINER SIZE	CONTAINER LOADABILITY
45'	65-74 cbm
40' high cube	57-64 cbm
40' standard	50-55 cbm
20' dry	20-26 cbm

6. No partial shipments are allowed.

CARGO LOAD SEQUENCE

1. Vendors must deliver cargo as required by Belk so that cargo can be loaded as per specifications. Cargo will be loaded block stowed nose to tail, unless commodity dictates otherwise.
 - Purchase order
 - Prepack

PRE-ASN/UCC 128 LABELS

1. All vendors are required to send a Pre-ASN for each container to Avery Dennison 24 hours PRIOR to cargo delivery to APLL.
2. For factory loads, one pre asn is required for each container. Container number and booking number must be referenced in ICE.
3. For CFS deliveries, one pre asn is required. Container number is not required. Booking number is required.
4. APLL will provide 1 Booking number per shipment. Shipment could include multiple Purchase orders. Please see **ATTACHMENT D** for Booking/Preasn relationship.

5. UCC Labels must be attached to all cartons prior to delivery to APLL. Please see ATTACHMENT E.
6. Do not apply anything over the UCC label, including clear tape as it makes it difficult to scan

DOCUMENTS

1. The following documents are required to be delivered to the freight forwarder within 5-7 days of cargo delivery:
 - Original signed commercial invoice and 3 copies
 - Original packing slip and 3 copies
 - Inspection certification stating that all merchandise has been manufactured in accordance with the specifications given in our purchase order
 - Original certificate of origin and 1 copy
 - Multiple Country Declaration Page (MCC)
 - Wearing Apparel Detail Sheet
 - Li & Fung invoice
 - All other documents that may be required from the origin country and/or United States Customs and Border Patrol must be provided

ALL DOCUMENTS MUST REFLECT BELK INTERNATIONAL INC. AS THE PARTY TO WHICH THE MERCHANDISE IS CONSIGNED.

LETTERS OF CREDIT

1. Letters of Credit will be opened 30-45 days prior to the FOB ship date as shown on the purchase order.
2. The Beneficiary and Advising Bank information must be supplied to Belk International no later than sixty days prior to the FOB ship date in the purchase order.

VENDOR COMPLIANCE

1. All chargebacks fees will be deducted from Li & Fung's commission check. Any chargebacks on vendors not associated with Li & Fung will be required to submit a check drawn on a US bank for the charge back amount and sent to the following address:
 - Belk International
 - Attn: Diane Hartjes Business Manager
 - 2801 West Tyvola Road
 - Charlotte, NC 28217

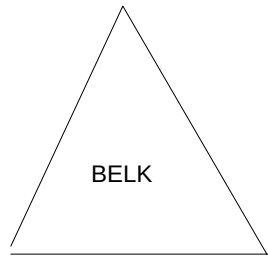
2. Under no circumstances will the chargeback amount be deducted from a future shipment.
3. Any order that is not on board by the purchase order FOB cancel date is subject to a 5% deduction on FOB cost. Any order not meeting the FOB cancel date must be reported to the appropriate Belk International Product Manager.
4. Any order that will not meet the Belk instore date must be shipped prepaid air freight at the vendor's expense using the Belk International designated air carrier. Booking of air freight must still be through APLL.
5. Belk International will reimburse the vendor the budgeted sea freight if the aired shipment arrives in our stores prior to the instore cancel date. The amount reimbursed will be calculated on the cbms shipped at the prevailing container rate from that particular country of origin.
6. Failure to use Belk International's designated freight forwarder, APLL, will result in a chargeback of the entire shipment cost.

CONTACT INFORMATION

1. Any questions pertaining to the the terms of this document can be directed to the following:

Routing and packing of Goods	Diane_hartjes@belk.com 704-426-6644 Denise_wilson@belk.com 704-426-6444
Letters of Credit	Karen_pardue@belk.com 704-426-8529

ATTACHMENT A CARTON MARKINGS



Style #:

Qty in Ppk:

Prepack ID:

Purchase Order:

Drop Zone:

Jackson, MS

Country of Origin:

ATTACHMENT B DROP ZONE

StoreReady Drop Zone Reference Chart updated 9/24/2007

Dept #	Description	Dmd Cntr	Zone	Dept #	Description	Dmd Cntr	Zone
131	MADISON STUDIO	BTR		460	BYS 8-20 SEP TOPS	KIDS	
138	MOD DENIM	BTR		461	BYS 4-7 COLL	KIDS	
183	BTR CAS REL	BTR		192	JR SWIM	SWIM	
136	RED CAMEL	JRS		193	MS SWIM	SWIM	
130	MS ND New Directions	MOD		199	TW SWIM	SWIM	
135	MS NEW DIR	MOD		351	DRESS SHIRTS	MENS	
146	MS MOD TOPS	MOD		361	MNS ACCESS	MENS	
148	MS SWEATERS	MOD		362	UNDRWR/LNGWR	MENS	
160	MS Choices	BTR		363	TIES	MENS	
175	MS MOD COLL	MOD		364	MNS SOCKS	MENS	
179	MS TRAD CAS REL	MOD		321	MNS MOD CLTHNG	MENS	
181	MS TRAD SEP	MOD		322	MNS BTR CLTHNG	MENS	
187	MS TRAD REL SEP	MOD		325	MOD CLTHNG SEP	MENS	
189	CAS UPDATE REL	MOD		331	MNS MOD PANTS	MENS	
196	CAS SEP	MOD		334	MNS MOD SHORTS	MENS	
137	PET BTR SEP	PET		341	MNS OTRWR	MENS	
139	PET MOD CAS REL	PET		342	MNS SWTRS	MENS	
140	PET NEW DIR	PET		344	MNS ACTVWR	MENS	
141	MOD PET COLL	PET		355	MNS MOD TOPS	MENS	
195	MOD PET SEP	PET		366	MNS MOD COLL	MENS	
161	TW BTR SEP	TWOM		353	B&T BTR SPRTSWR	MENS	
167	TW MOD CAS REL	TWOM		354	B&T MOD SPTRWR	MENS	
177	TW NEW DIR	TWOM		356	B&T FURNSHNGS	MENS	
182	TW MOD SEP	TWOM		367	PB COLL	MENS	
188	TW BRDG/BTR COLL	TWOM		376	GOLF	MENS	
111	ALL COATS	COAT		338	MEN S MOD DENIM	MENY	
211	BRAS	INTI		347	YM SEP TOPS	MENY	
213	SHAPEWEAR	INTI		377	YM MOD COLL	MENY	
223	DAYWEAR	INTI		262	MOD HNDBAGS	ACCS	
231	PANTS	INTI		264	FASH ACCESS	ACCS	
234	SLEEPWEAR	INTI		267	SM LTH GOODS	ACCS	
236	ROBES	INTI		531	CARDS/FRAMES	GIFT	
238	LOUNGEWR	INTI		822	HOME DECOR	GIFT	
261	CAS FTWR	INTI		826	SMALL ELEC	HSWR	
263	HOSIERY	INTI		827	HSEWRS	HSWR	
411	NEWBORN	KIDS		761	CHINA	CHIN	
412	INFANTS	KIDS		766	CRYSTAL	CHIN	
413	TODDLER GIRLS	KIDS		771	SILVER/STNLS	CHIN	

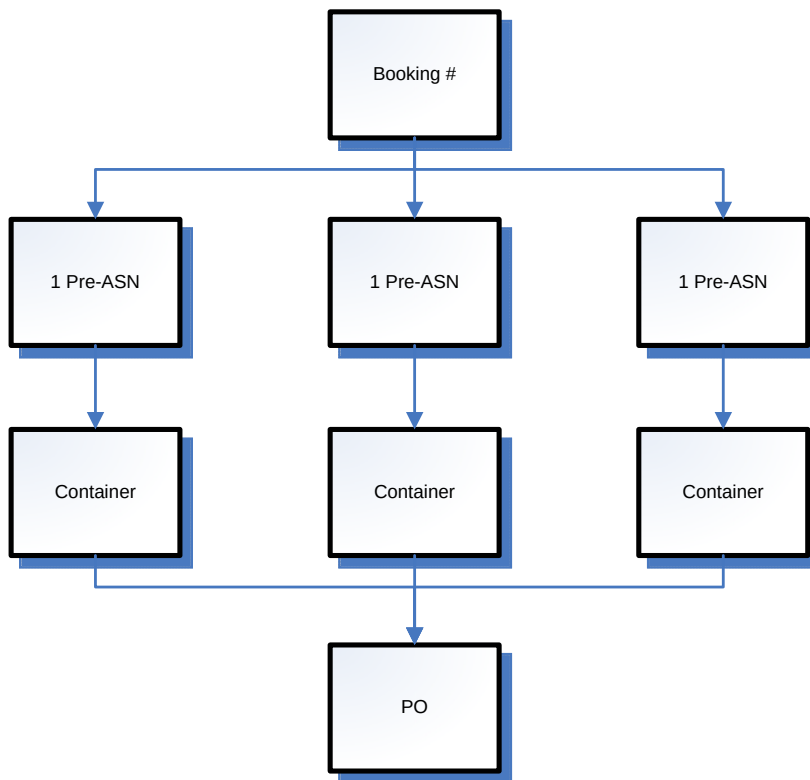
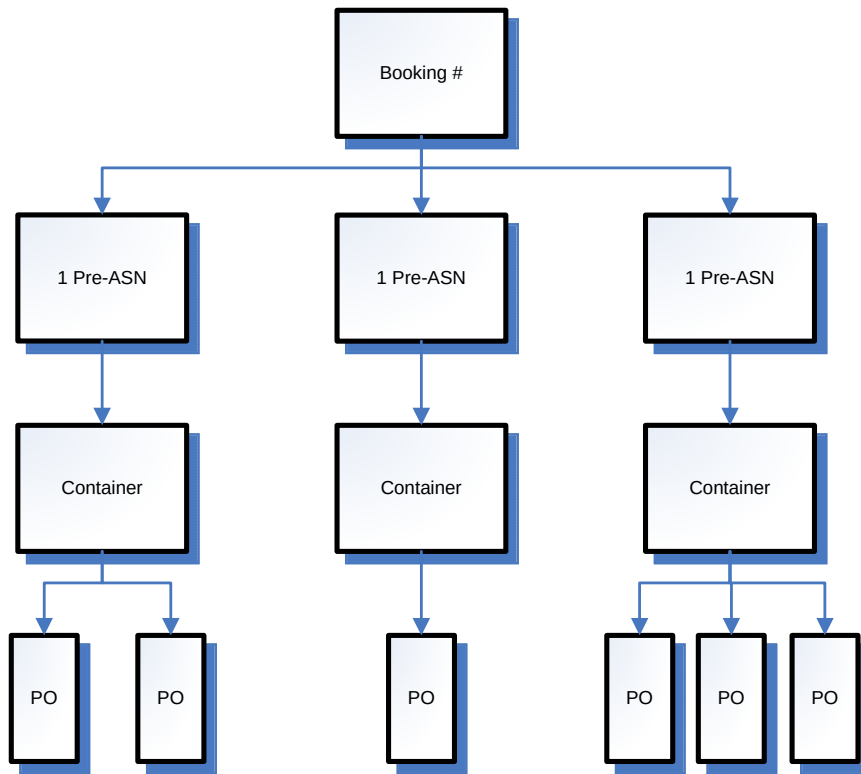
414	NWBRN/INF COLL	KIDS		627	LUGGAGE	LUGG	
418	TODDLER BOYS	KDIS		743	UTILITY	TBLE	
421	GRLS 4-6X SPWR	KIDS		744	TABLE LINENS	TBLE	
423	GRLS 7-16 TOPS	KIDS		746	BATH/RUGS	TEXT	
424	GRLS 7-16 DRESS	KIDS		747	MOD BEDDING	TEXT	
427	GRLS ACCESS	KIDS		748	BTR TOP OF BED	TEXT	
428	GRLS 7-16 BTMS	KIDS		833	TRIM A HOME	TRIM	
430	GRLS 7-16 CTS/SWM	KIDS		624	BELKIE BEAR	MISC	
451	BYS 4-7 SPRTWR	KDIS		994	SPECIAL PROMOTIONS	MISC	
452	BYS 8-20 ACTVWR	KIDS					
454	BYS FURNS/ACCES	KIDS					
455	BYS 8-20 SEP BTMS	KDIS					

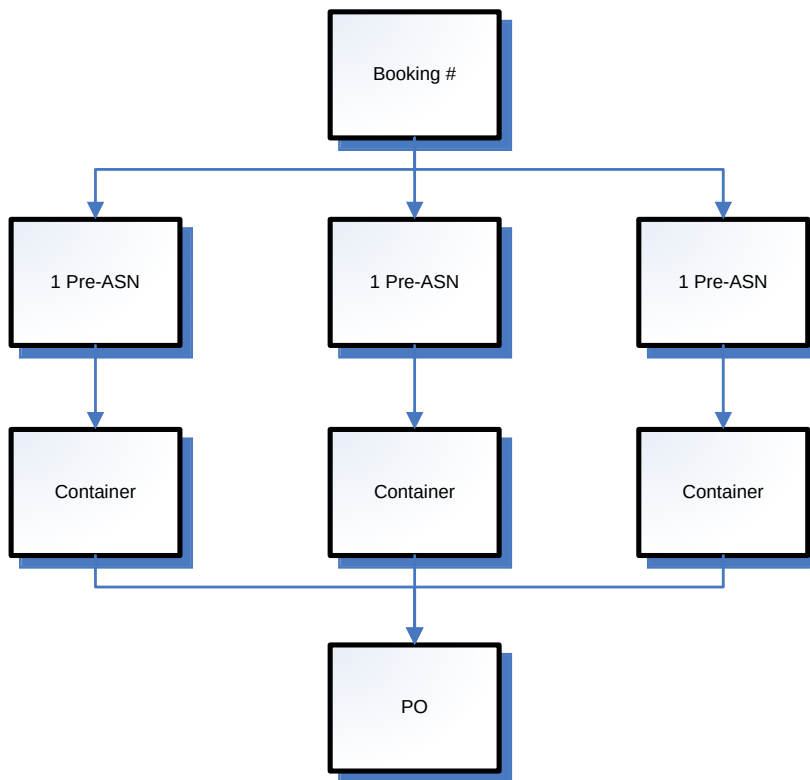
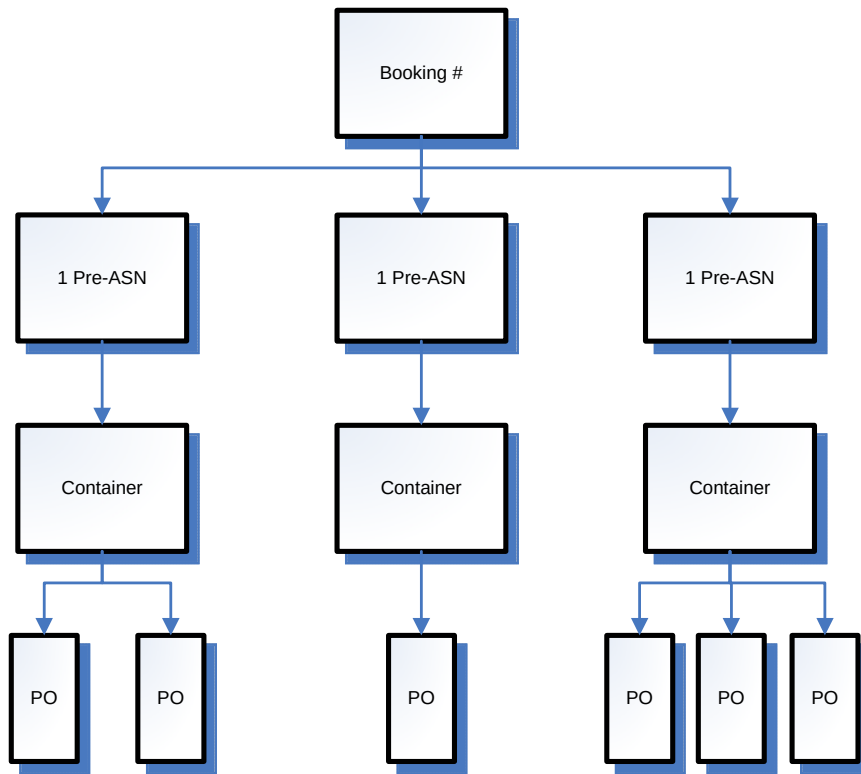
Attachment C APLL contacts

APL LOGISTICS OVERSEAS CONTACTS - BELK STORES SERVICES- MAY 07 2007				
Name	Company/Title	Phone	Fax	Email
BANGLADESH				
Rakhi Farida	APL Logistics	880-2-881-3591 xt-235	880-2-882-3512	Farida_Rakhi@apl.com
Hossain Shawkat	APL Logistics	880-2-881-3705 xt-242	880-2-882-3512	Md_shawkat_hossain@apllogistics.com
CAMBODIA				
Ly Chheng Ngor	APL Logistics	855-23-218- 000	855-23-217- 175	Ly_chheng_ngor@apl.com
Kheng Heng	APL Logistics	855-23-218- 000	855-23-217- 175	Heng_kheng@apl.com
CHINA/SHANGHAI				
Peggy Luo	APL Logistics	86-21-23012873	86-21-63403758	Peggy_luo@apllogistics.com
Shirley Zhou	APL Logistics	86-21-23012800	86-21-63403758	Shirley_zhou@apllogistics.com
CHINA/QINGDAO				
Wendy Jiang	APL Logistics	86-532-85977979 xt-5891	86-532-85976788	Wendy_jiang@apllogistics.com
Jenny Liu	APL Logistics Supervisor	86-532-85977979 xt- 5897	86-532- 85076785	Jenny_liu@apllogistics.com
CHINA/XINGANG/TIANJIN				
Penny Ma	APL Logistics	86-22-23395020 xt-5686	86-22-23303913	Penny_ma@apllogistics.com
Peggy Zhao	APL Logistics	86-22-23331752 xt-5682	86-22-23303913	Peggy_zhao@apl.com
Arthur Liu	APL Logistics	86-22-23331752 xt-5689	86-22-23303913	Arthur_liu@apllogistics.com
CHINA/XIAMEN				
Viola Lin	APL Logistics	86-592-5698605	86-592-5698663	Viola_lin@apllogistics.com
Steven Wang	APL Logistics Operations Supervisor	86-592-5698606	86-592-5698663	Steven_wang@apllogistics.com
Helen Wu	APL Logistics Account Manager	86-592-5698602	86-592-5698661	Helen_wu@apllogistics.com
Mary Xu	APL Logistics Operations Manager	86-592-5698601	86-592-5698661	Mary_xu@apllogistics.com
CHINA/NINGBO				
Maggie Cui	APL Logistics	86-574-873-41199	86-574-873-43511	Maggie_cui@apllogistics.com
Jackie Pan	APL Logistics Operations Supervisor	86-574-873-41199 Xt#5135	86-574-873-43511	Jackie_pan@apllogistics.com
HONG KONG /YANTIAN				
Winnie Chan	APL Logistics Hong Kong	852-2302-7541	852-2377-3707	Winnie_chan@apllogistics.com
Connie Fung	APL Logistics Hong Kong Acct Team Lead	852-2302-7484	852-2377-3707	Connie_fung@apllogistics.com
Tammy Kan	APL Logistics Hong Kong Acct Manager	852-2302-7428	852-2377-3707	Tammy_kan@apllogistics.com
Teresa Chen	APL Logistics Shenzhen/Yantian	86-0755-25280762	86-755-2528- 0774	Teresa_chen@apllogistics.com

Angela Jin	APL Logistics Supervisor Shenzhen/Yantian	86-0755-25280762	86-755-2528- 0774	Angela_Jin@apllogistics.com
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ATTACHMENT D
BOOKING/PREASN RELATIONSHIP

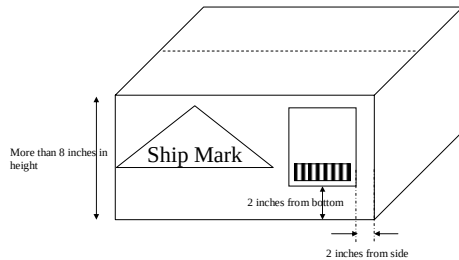




ATTACHMENT E

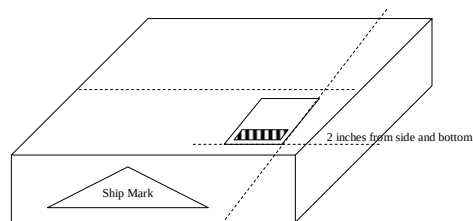
UCC-128 LABEL PLACEMENT

✓ CORRECT



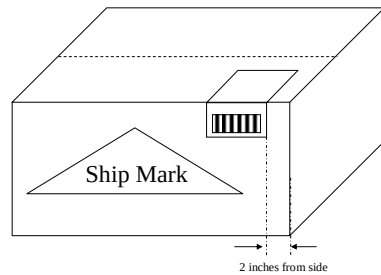
Carton height is more than 8 inches

✓ CORRECT

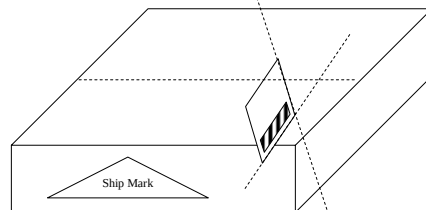


Carton height is less than 3 inches

✓ CORRECT

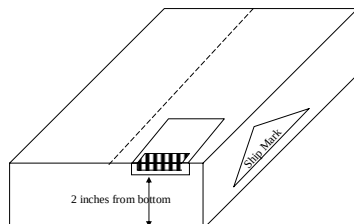


✓ CORRECT



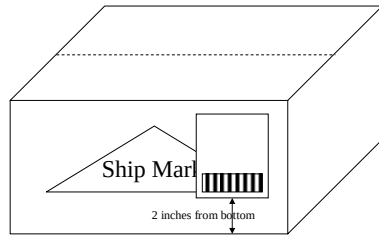
If the carton is corrugated, place the label at 45 degrees so that the ridges do not affect the scanning

✗ WRONG



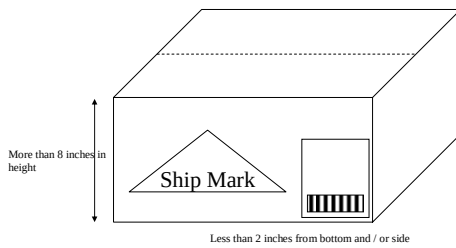
✗ UCC barcode cannot be folded

✕ WRONG



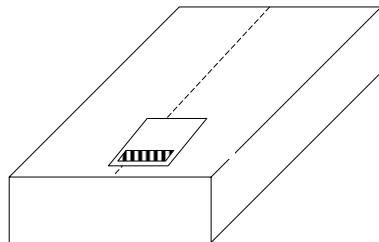
✕ Carton label cannot cover ship mark

✕ WRONG



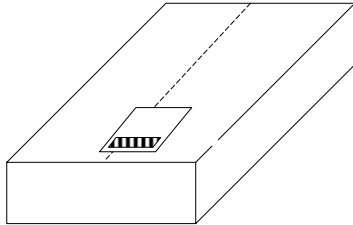
✕ Carton label cannot be attached near the bottom and/or the side

✕ WRONG



✕ Carton label cannot be attached near the area when the carton will be cut open
Do not place taping over the label

✘ WRONG



✘ Carton label cannot be attached near the area when the carton will be cut open

Belk International's Code of Vendor Conduct

It is important that Belk International places business on behalf of its customers and stockholders with Vendors whose practices are compatible with those of Belk International. Belk International is concerned with the practices of individual Vendors, as well as the social and political issues in any jurisdiction where it sources products.

This Code of Vendor Conduct outlines the basic requirements that all Vendors (and all subcontractors which Vendors engage) must meet in order to do business with Belk International and its principals.

1. Employment Practices

Belk International will do business only with Vendors whose workers are treated fairly and who in all cases are present voluntarily, are not put at risk of physical harm, are fairly compensated, are allowed the right of free association and are not exploited in any way. Vendors will comply with all applicable laws and regulations regarding working conditions.

In addition, Vendors must adhere to the following:

- **Wages and Benefits:**

Vendors must provide wages and benefits that comply with any applicable law or match the prevailing local manufacturing or industry practices, whichever is higher. Belk International favors Vendors that share Belk International's commitment to contribute to the betterment of community conditions.

- **Working Hours:**

Belk International expects Vendors to comply with all applicable laws regarding work hours. Belk International favors those Vendors whose policies and practices place reasonable limits on the number of hours that workers may work on a regularly scheduled basis and who regularly provide reasonable rest periods and days off. Belk International encourages Vendors to permit workers a reasonable amount of time off from their duties for rest and being with their families. Overtime should be compensated as prescribed by local labor laws.

- **Child Labor:**

Vendors will not use child labor in any of their facilities. “Child” is defined as a person who is within (or younger than) the local age for completing compulsory education and in no event less than 14 years of age. Vendors will also comply with all other applicable child labor laws. Belk International supports the development of legitimate, workplace apprenticeship programs for the educational benefit of younger people as long as those individuals are not being exploited or put at risk with regard to health and safety.

- **Prison Labor / Forced Labor:**

Vendors will not use prison labor or forced labor in any of their facilities. “Forced labor” is defined as work or service that is extracted from any person under threat of penalty for its non-performance and for which the worker does not offer himself voluntarily.

- **Discrimination:**

While Belk International recognizes and respects cultural differences, workers should be employed on the basis of their ability to do the job, rather than on the basis of their gender, racial characteristics or cultural, religious or personal beliefs.

- **Disciplinary Practices:**

Vendors will not use corporal punishment or other forms of mental or physical coercion or intimidation in any of their facilities.

2. Ethical Standards

Belk International will seek to identify and work with Vendors who aspire as individuals and in the conduct of their businesses to a set of ethical standards that are compatible with Belk International's own standards. Bribes, kickbacks or other similar unlawful or improper payments, in cash or in kind, are strictly prohibited, whether given to obtain or retain business or otherwise.

3. Environmental Requirements

Belk International will do business only with Vendors who share Belk International's commitment to protect and preserve the environment. This specifically includes compliance with all applicable local, U.S. and international laws, rules, regulations and standards, including the U.S. regulations prohibiting the use of ozone depleting chemicals (hydrochlorofluorocarbons), the International Trade in Endangered Species of Wild Fauna and Flora, and the United States Endangered Species Act of 1973. In addition, any modifications or amendments to these laws, rules, regulations and standards must be adhered to.

4. Health & Safety

Belk International will utilize only Vendors who provide their workers with a clean, safe and healthy work environment. Vendors who provide residential facilities for their workers must provide clean, safe and healthy facilities.

5. Legal Requirements

Belk International expects Vendors to comply with all legal requirements relevant to the conduct of their respective businesses. This not only includes compliance with the Code of Vendor Conduct but also compliance with the terms and conditions of purchase orders issued on behalf of Belk International which apply to the importation into the United States of products sourced by or for Belk International, with special attention being paid to those regulations governing country of origin, quota classification and marking.

6. Subcontractors and Suppliers to Vendors

Vendors will ensure that each of their respective contractors, subcontractors, suppliers and sources or whomever provides labor and/or materials (including fabric, sundries, chemicals and trim) utilized in the manufacturing or finishing of goods that are ordered by Belk International adhere to this Code of Vendor Conduct.

7. Compliance

Belk International will monitor compliance with this Code of Vendor Conduct and the terms and conditions of purchase orders issued by Belk International or its principals. Such measures may include pre-screening of Vendors, unannounced on-site inspections of factories by Belk International representatives, and/or certification by Vendors that this Code of Vendor Conduct has been complied with. On visits to factories or manufacturing facilities, Belk International's associates or representatives will be watchful for violations of the Code of Vendor Conduct and will report questionable conduct to management for follow up and, when appropriate, corrective action.

8. Corrective Action

If it is determined that a Vendor is in violation of this Code of Vendor Conduct, Belk International will take appropriate corrective action, which may include cancellation of the affected order, prohibition of subsequent use of the factory in question or termination of the principal's business relationship with that Vendor, all of which will be in addition to Belk International and its principals exercising any other rights and remedies to which Belk International may be entitled under purchase orders issued by Belk International, at law or otherwise.

A copy of Belk International's Code of Vendor Conduct for Belk International Vendors/Factories has been provided to the Vendor/Factory listed below and the Vendor/Factory will comply with all provisions thereof.

Vendor Name (Please Print)

Declaration: *The person, who signs below, has the full authorization in making decisions for Social & Technical Compliance of the Vendor, and who is a member of the Vendor's Top Management Team.*

Vendor Authorized Representative/Title
(Please Print)

Vendor Authorized Signature Date (dd-mm-yy)

Factory Name (Please Print)

Declaration: *The person, who signs below, has the full authorization in making decisions for Social & Technical Compliance of the Factory, and who is a member of the Factory's Top Management Team.*

Factory Authorized Representative/Title
(Please Print)

Factory Authorized Signature Date (dd-mm-yy)

Acceptable Business Practices at Belk

Belk values our relationships with our vendors and business partners, and we would like to be clear on practices that could violate our code of ethics.

Belk Gift Policy

Belk associates may not accept anything of value, directly or indirectly, from anyone currently doing business with or seeking to do business with Belk, other than non-cash gifts of nominal value generally used for promotional purposes. For purposes of this gift policy “nominal value” means not more than \$50 in value at cost. Gifts received of greater than nominal value will be returned immediately to the donor or donated to a charity.

Belk associates may not accept gifts of cash or cash equivalent such as gift cards for any reason.

Loans

Belk associates may not accept loans from any persons or entities having or seeking business with Belk except from recognized financial institutions at their normal prevailing interest rates for individual borrowers at the time of borrowing.

Bribes and Kickbacks

Any offers or exchange of; direct or indirect payments, or kickbacks in exchange for Belk business is a violation of our policy and prohibited. The violation of this policy may also be a criminal act and result in criminal prosecution.

Fair Competition

Belk bases its business success on excellent customer service, value for the customer, quality, good faith and fair dealing. It is never Belk's intent to receive an advantage over our competitors in any unethical

manner or in ways that would violate international, federal, state, or local laws.

Reporting Fraud or Unethical Business Practices

Please report any suspected fraud or unethical business practices, including questionable accounting or improper use of confidential information or property to the Belk Excel Line (1-800-622-3986). The Excel Line is monitored by an independent third party service operating 24 hours, 7 days a week. These concerns may be reported anonymously, will be treated confidentially and will be reviewed by Belk Management.